

COLLECTIVE AGREEMENT

BETWEEN

**Sun Media, a division of Postmedia Network Inc.
(Brantford Expositor)**

AND



SOUTHERN ONTARIO NEWSMEDIA GUILD

Effective:
December 1, 2016 to November 30, 2020

Reader Sales and Service & Mailroom

MEMORANDUM OF AGREEMENT

Made **October 26, 2017** between **Sun Media, a division of Postmedia Network Inc. (Brantford Expositor)**, hereinafter known as the Employer, and Unifor Local 87-M, Southern Ontario Newsmedia Guild, hereinafter known as the Union, for itself and on behalf of the employees of the Employer described in Article 1.

ARTICLE 1 - RECOGNITION AND COVERAGE

1.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees in its Reader Sales and Service department, except Reader Sales and Service Manager, Reader Sales and Service Sales Supervisor, persons above the rank of Reader Sales and Service Manager and Reader Sales and Service Sales Supervisor, and Mailroom Manager, persons (other than employees employed as inserters) regularly employed for not more than twenty- two (22) hours per week, employees employed as inserters working fifteen (15) hours or less per week, temporary employees employed for special projects or to cover for sickness, vacations and leaves of absence to a maximum of six (6) months.

Notwithstanding the above, a temporary employee may also be used to replace an employee on maternity or parental leave for the duration of the leave, without being covered by this collective agreement.

1.2 The Employer agrees to allow for the placement of an on-site ballot box for annual elections of the local executive that may take place, provided that there is no disruption to the business operation. Any related meetings must be held off-site after business hours, and must not interfere with any operational requirements.

1.3 The Employer shall advise a new employee, or employees who are transferred into the bargaining unit, that a collective agreement is in effect and advise such employee(s) of the name of the Union's Unit Chairperson. The Employer shall advise the

unit chair when an employee is hired or transferred into the bargaining unit.

ARTICLE II - MANAGEMENT RIGHTS

2.1 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, classify, direct, transfer, lay off, promote and discipline for cause subject to the grievance and other rights as herein provided by this Agreement.
- (c) Make and alter from time to time rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement, and generally to manage the enterprise in which the Employer is engaged, and to determine the methods and equipment to be used.
- (d) The Employer agrees that, in the exercise of its rights, it shall act in a manner that is fair and reasonable.
- (e) Restrictions on Performing Bargaining Unit Work
The Employer shall not assign bargaining unit work to any employee outside the Bargaining Unit except to the extent that has been previously assigned as of May 10, 2011.

ARTICLE II (A) - PERSONNEL FILE

2A.01 An employee shall have the right to review personnel, performance and any other files related to the employee which are kept by the Employer.

Upon request, employees shall be provided with copies of material they have the right to review under the above paragraph.

Employees shall have the right to respond in writing to the

contents of the Employer's files. Such written responses shall be entered into the Employer's files.

Derogatory material shall be brought to the attention of an employee before being entered into the Employer's records.

Copies of formal discipline shall be removed from the employee's personnel file after **eighteen (18)** ~~twenty-four (24)~~ months from date of issue, provided that there has been no discipline issued during the **eighteen (18)** ~~twenty-four (24)~~ - month period.

- 2A.02 When the conduct or efficiency of an employee reaches the stage where a written expression of dissatisfaction is necessary, the Employer shall so advise the Union and the employee concerned. Such notice shall be in writing and the employee shall be furnished with pertinent details of any such complaint. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record and shall not be used against the employee at any time. Any replies to such notices shall also become part of the employee's record.

ARTICLE III – HIRING

- 3.1 The Employer shall post on the main bulletin board and on the bulletin boards in each of the departments where employees are represented by the Union, for a period of at least seven (7) working days, notice of openings for employment within the bargaining unit. The notice shall indicate the job classification and general duties of the position. A copy of such notice shall be forwarded to the Union. The Employer agrees to consider candidates recommended by the Union.
- 3.2 The Employer shall continue its policy of promotion from within, whenever suitable candidates are available. In awarding the position, the Employer must evaluate the skill, ability and experience of the candidates. If the skill, ability and experience of

the leading candidates for the position are relatively equal, seniority will determine the successful candidate.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 The Union shall designate a committee of its own choice but not comprising more than two (2) employees [excluding the grievor] to take up with the Employer or his authorized agent or agents any grievance arising under the provisions of this Agreement.

4.2 Definitions

“Grievance” means any difference between the parties bound by the collective Agreement arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

“Days” means calendar days, excluding Saturdays, Sundays and Statutory Holidays.

4.3 Step 1: Grievances shall be submitted first to the departmental supervisor, who shall be given an opportunity to adjust any grievances within ten (10) days after it has been initiated with him/her. A matter need not be accepted as a grievance if submitted more than thirty (30) days after the occurrence of the circumstances giving rise to it.

Step 2: If there is no settlement of the grievance at the departmental level, the matter may be submitted to the Publisher or his/her authorized representative within fifteen (15) days after receiving the supervisor’s decision.

The Publisher shall reply to the grievance within ten (10) days after it has been initiated with him/her.

4.4 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided.

If no written request for arbitration is received within twenty (20) days after the decision of the Publisher is received, it shall be deemed to have been settled.

- 4.5 Grievance procedure shall be conducted on Employer time but in a manner which will not unduly disrupt the operations of the Employer.
- 4.6 Any differences arising directly between the Employer and the Union may be submitted in writing by either party at Step 2 of the above procedure and the time limits provided under the applicable provisions of the grievance procedure shall appropriately apply to both parties.
- 4.7 It is understood that, if necessary, the time limits contained herein may be extended by mutual consent to assist in reaching a settlement.
- 4.8 All agreements reached under the grievance procedure between representatives of the Employer and the Union will be final and binding upon the Employer, the Union and the employee or employees concerned.
- 4.9 Grievances shall be submitted in writing in advance of any meeting if requested by either party.

ARTICLE V - ARBITRATION

- 5.1 When either party requests that any matter be submitted to arbitration as hereinafter provided, it shall make such request in writing addressed to the other party to this Agreement. Grievances shall be submitted to a single arbitrator, unless one of the parties requests in writing that it be heard by an arbitration board of three members, in which case the other party shall comply. A request for an arbitration board shall be made no later than ten (10) days after the original request for arbitration.
- 5.2 Single Arbitrator

The parties shall attempt to agree on an arbitrator. If the parties cannot agree, the arbitrator shall be appointed by the Ontario Minister of Labour.

Arbitration Board

The party requesting an arbitration board shall name its appointee to the arbitration board in its written request for an arbitration board. The other party shall advise the first party of the name of its appointee within five (5) days of receipt of the request. The two appointees shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two (2) appointees fail to agree upon a Chairperson within that time limit, the appointment shall be made by the Ontario Minister of Labour upon the request of either party.

- 5.3 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 5.4 No matter may be submitted to arbitration which has not been properly carried through the required steps of the grievance procedure.
- 5.5 The single arbitrator or arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 5.6 The arbitration proceedings will be expedited by the parties hereto, and the decisions of the single arbitrator, or the majority in the case of an arbitration board, will be final and binding upon the parties hereto and the employee or employees concerned.
- 5.7 Each of the parties hereto will bear the expenses of the appointee representing it, and the parties will jointly bear the expenses of the single arbitrator or Chairperson of the arbitration board and other jointly incurred expenses of the arbitration board, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

- 5.8 Where a time limit is established in this Article, such time limit shall be deemed to be exclusive of Saturdays, Sundays and Statutory Holidays. It is understood that, if necessary, these time limits may be extended by mutual consent to assist in reaching an amicable settlement.

ARTICLE VI - SECURITY

- 6.1 (a) There shall be no discipline or discharge except for just cause.

Just cause shall include a continuing deterioration in sales in the area for which an employee is responsible. Just cause shall not include factors outside the employee's control which adversely affect sales in their area.

In the event that an employee is to be formally disciplined, he may request that a union representative be present. The absence of a union representative, if attempts have been made to ensure the attendance of a union representative, does not nullify discipline or any action taken at the meeting. It is understood, however, that a union representative shall be present when an employee is discharged and a copy of any formal discipline shall be given to the union.

- 6.1 (b) The Employer may dismiss a probationary employee (less than three (3) months service) for any reason, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.

- 6.2 A claim by an employee that he or she has been disciplined or discharged in violation of this Agreement shall be treated as a grievance if a written statement of such grievance is lodged with the Publisher or his/her representative within ten (10) working days after the employee is disciplined or ceases to work for the Employer. Step 1 of the grievance procedure will be omitted in any such cases.

- 6.3 There shall be no dismissals as a result of putting this Agreement into effect.

- 6.4 Every person has a right to equal treatment with respect to employment without discrimination because of age, sex, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, marital status, family status, sexual orientation, handicap, or record of offenses, as defined and interpreted under the Ontario Human Rights Code, nor because of political beliefs or lawful Union activity. The Employer and the Union recognize the right of all employees to work in an environment free from sexual and other types of harassment.
- 6.5 Not less than two (2) weeks' notice shall be given to an employee and to the Union upon being released from employment by the Employer, except in the case of dismissal for gross misconduct, in which case no notice need be given.
- 6.6 Whenever the Employer decides that it is necessary to reduce staff, employees will be laid off within each classification in each department on the basis of reverse order of seniority. Seniority shall mean continuous service in the bargaining unit since last hired. Notwithstanding the above, continuous service for the purpose of vacation and severance entitlements shall include all service with **Postmedia Sun-Media** properties. An employee who is in the bargaining unit but who then transfers to a position with the employer outside the bargaining unit for a continuous period of employment, and subsequently returns to the bargaining unit, shall have his/her seniority bridged i.e. credit for seniority accrued previously in the bargaining unit but not for subsequent continuous service outside the bargaining unit.

An employee in a classification to be reduced may elect to transfer within the employee's department to a lower classification or another classification in the same wage group provided that s/he can demonstrate within a reasonable period of time that they have the ability (which may include skill, qualifications, knowledge, training and experience) to perform the work required and provided that his/her seniority exceeds that of another employee in the other classification who will then become the employee to be laid off. Reasonable time frame is defined as a period no greater than 3 weeks and begins upon

notice of layoff.

It is understood that, in the application of the above, the employee(s) initially affected must make their election to transfer (or otherwise) within 15 days of the notification of the layoff. In any event, the complete bumping process must take place within 30 days.

For this purpose, the departments are Editorial, Reader Sales and Service and Advertising.

Before any such action is taken, the Employer shall notify the Union in writing at least 30 days in advance of any lay-off to reduce the force specifying the number of employees to be affected and their classifications and the reason why the Employer finds it necessary.

There shall be no lay-off within 30 days after the notice has been given to the union as outlined above. During those 30 days, the Employer shall accept voluntary resignations from employees in classifications as specified. For each voluntary resignation the number to be laid off in that classification will be reduced by one (1). Those accepting voluntary resignation shall be entitled to severance pay as provided in Article VI-A.

Employees who completed three (3) months' service at the date of lay-off will be recalled to work in the reverse order from that in which they had been laid off, provided that they are qualified for the work required, and provided further that such recall takes place within 18 months of the date of lay-off.

Upon being so recalled, an employee shall within seven (7) days notify the Employer in writing of his intention to return to work and within an additional seven (7) days report for work. The Employer agrees to advise an employee of such recall in writing via registered mail to his last known address, with a copy of the notice to the Union, copy to the Union's Toronto office.

- 6.7 Any employee who refuses a position in the classification from which he was laid off automatically terminates his claim to

further employment by the Employer, except in the case of a temporary position or a position requiring a significantly different number of hours of work than the position the employee worked in prior to his layoff.

6.8 As a result of the introduction of new or modified equipment or processes, or when a new system of production is introduced, the Employer will provide training in these circumstances and such training will be at the time and expense of the Employer.

The Employer will give the Union ~~60~~ 30 days notice of the installation of new or modified equipment or processes, or when a new system of production is introduced, when such introduction would result in the reduction of staff.

Thirty days notice is required under the circumstances above when it will involve the retraining of an employee, or create a new job classification.

~~The Employer will give the Union 30 days notice of the installation of new or modified equipment or processes, or when a new system of production is introduced, when such introduction would:~~

- ~~i) result in the reduction of staff,~~
- ~~ii) involve the retraining of an employee, or~~
- ~~iii) create a new job classification.~~

There will be no reduction in salary for those dislocated by the introduction of new or modified equipment or processes. An employee so dislocated will also receive any future wage increases accruing to the classification from which he was dislocated, provided the employee is willing to undertake such training as the Employer requires and provides.

When a new system of production is introduced, Union members actively at work who do not wish to retrain or are unable to retrain will be able to sever their employment with The

Expositor, such severance to be accompanied by payment in accordance with the terms set out in Article VI-A of this agreement. The severance option may be exercised by the employee when either the employee need not be replaced; or an employee is approached for retraining and does not wish to retrain; or an employee becomes unable to retrain or fails to complete his/her retraining to a normal level of competence; or an employee becomes redundant.

The Employer will notify the Union of any new job classifications that are proposed to be created as a result of the introduction of new or modified equipment or processes, or when a new system of production is introduced, and will negotiate the appropriate rate for any such new classifications within 14 days. If agreement on rates is not reached within 14 days the matter will be subject to the normal grievance procedure. The 14 day limit may be extended by mutual consent of the Employer and the Union.

- 6.9 The Employer shall not establish unreasonable standards of speed or accuracy for such new or modified equipment or processes, or when a new system of production is introduced.
- 6.10 The union reserves to its members the right to refuse to deal with material received from or destined to an unfair Employer, or from or for an office, shop or factory where a legal strike or lockout is in effect and has been sanctioned by the Union. The union will give the Employer twelve (12) hours notice of its intention of invoking the struck work clause of this Agreement.
- 6.11 An employee shall lose all seniority rights and employment in the event that:
 - (a) the employee quits
 - (b) the employee is discharged for just cause; and such discharge is not reversed through the grievance or arbitration procedure.
 - (c) the employee has been laid off for a period exceeding the applicable recall period.
 - (d) the employee fails to report for work within fourteen (14)

- days after notification of recall to work following layoff.
- (e) the employee fails to report for work after an authorized leave of absence without providing a reasonable explanation satisfactory to the employer.
 - (f) the employee has been absent without permission or proper notification for three working days and has not provided a reasonable explanation satisfactory to the employer
 - (g) the employee retires.

ARTICLE VI-A - SEVERANCE PAY

Upon termination of employment, except for retirement, resignation, death, or in the case of consistent negligence in the performing of assigned duties, or gross misconduct, or self-provoked dismissal for the purpose of collecting severance pay, or termination of employment for failure to maintain membership in the Union in good standing, an employee shall receive severance pay at the rate of one (1) week's salary for each six (6) months of service with the Employer, or major fraction thereof, to a maximum of fifty-two (52) weeks' salary.

ARTICLE VII - HOURS OF WORK AND OVERTIME (EXCLUDING MAILROOM)

- 7.1 The standard work week shall be five (5) days of seven and one-half (7 1/2) hours falling within eight and one-half (8 1/2) hours.
- 7.2 The Employer shall compensate for all authorized overtime work at the rate of time and one-half in cash, except that overtime in excess of four (4) hours on any one (1) day (excluding sixth or seventh shifts) shall be compensated for by the Employer at the rate of double time in cash. Overtime shall be defined as work authorized and performed after seven and one-half (7 1/2) scheduled hours per day. Overtime shall apply to work authorized and performed following an employee being called in to work before his regular work day or being called in to work after his regular work day, regardless of the hours worked during such day.

7.3 The regular starting times of office clerks shall be between 7:30 a.m. and 8:30 a.m. For District Managers and Trainees the starting time shall be between 4:00 a.m. and 9:30 a.m. One (1) late duty shift may be scheduled for the District Manager and Trainee staff on a rotating basis. The late duty shift shall start no later than 1:00 p.m. Work schedules shall be posted by noon of the Wednesday preceding the work week for which they apply. Scheduled starting times may be changed by up to three (3) hours if notice of the change is given by noon of the previous day. A schedule showing days off only will be posted one (1) week prior to the posting of the work schedule.

In cases of emergency, the Employer may delay scheduled starting times by up to three (3) hours provided two (2) hours' notice of the change is given to the employee.

No District Manager shall be scheduled to work beyond 6:30 p.m. on the shift prior to his weekly day off or the beginning of his vacation period or prior to a statutory holiday except during carrier promotions.

7.4 District Managers and qualified Trainees may be required to work Saturday as a regularly scheduled working day on a rotating basis, one (1) on any Saturday. Start time shall be 6:30 a.m. and, whenever possible, the shift will finish at 2:00 p.m. The employee will remain on call between the hours of 2:00 p.m. and 3:00 p.m. Employees shall be given a lieu day for each Saturday so worked, the day to be selected by mutual consent.

Notwithstanding the above, the junior Trainee may be required to work Saturday as part of his/her scheduled work week, provided this has been explained to the employee at the time of hiring. The Saturday shift shall be from 6:30 a.m. to 3:00 p.m. The work week shall be Tuesday to Saturday except during the fall promotion when it shall be Monday to Thursday and Saturday.

7.5 An employee required to work on his day off shall be paid at the rate of time and one-half for all time worked, with a minimum of four (4) hours at the overtime rate.

- 7.6 Overtime information will be available to the Union on request.
- 7.7 Employees shall have the option of taking their compensation for overtime or work on a day off in time off equivalent to the pay they are entitled to. Such time off will be taken by mutual consent within 60 days of the employee choosing time off.

ARTICLE VIII – HOLIDAYS

- 8.1 The Employer agrees to observe the following holidays without loss of regular pay to the employees, provided they occur or are officially observed on a regular scheduled working day of the employee. New Year's Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day (or days celebrated as such).

If an additional holiday is declared by government statute, the new holiday will also be recognized.

- 8.2 In order to qualify for holiday pay, the employee must work their regularly scheduled working day both immediately preceding and immediately following the holiday concerned, except where the employee has reasonable cause to be missing work, ie when something beyond his or her control prevents the employee from working. Examples include, but are not limited to: absences related to personal emergency leave (i.e. personal illness, injury or medical emergency, and the death, illness, injury, medical emergency or urgent matter relating to certain family members and dependent relatives) as well as absences for family medical leave.
- 8.3 In a week which includes a statutory holiday, employees will receive five (5) days' pay for four (4) days' work (except for any employee who regularly works a six (6) day week, who receives six (6) days' pay for five (5) days worked)

If the holiday falls on an employee's day off, he shall be given a day off with pay within 60 days, or a day's pay in lieu. An employee working on a statutory holiday shall be paid time and one-half (1 ½x) for all hours worked, in addition to the regular pay for the statutory holiday. It is understood this is full payment for the holiday and the employee is not entitled to a day in lieu. Overtime worked on a Statutory Holiday shall be paid at double time (2x) for all overtime hours worked.

An employee shall receive compensation for statutory holiday work in either cash or equivalent time off, at the employee's option. Days off are to be taken at a time mutually agreed between the employee and the Employer.

- 8.4 Each employee shall receive an accumulated total of seven and one-half (7.5) hours per year with pay, to be taken at a mutually agreeable time or times. It is agreed such seven and one-half (7.5) accumulated hours period may be split. New employees with less than one (1) year's service will be given time off on the basis of two (2) hours for each three (3) month's service, with the total time off not to exceed seven and one-half (7.5) hours per year. Employees terminating during the year will be given time off, or payment thereof, on the same pro-rated basis. These hours are to be taken during the calendar year to which they apply.
- 8.5 Work on a statutory holiday shall be offered to employees within each classification in rotation on the basis of highest seniority. Should no one wish to work the statutory holiday, the Employer shall assign the holiday work in rotation on the basis of lowest seniority.

ARTICLE IX - VACATIONS

- 9.1 **The parties agree to the implementation of the Company's new vacation policy effective September 1, 2017. However, anyone receiving vacation time in excess of the new allotment as of the date of ratification or within one year of that date shall be grandfathered at the greater allotment.**

The vacation accrual period will be amended from a calendar year to September 1st to August 31st. Effective September 1st the vacation policy is as follows:

- Less than 1 year of service accrue at a rate of 1.25 days per month.**
- 1 to 6 years of service accrue at a rate of 1.25 days per month (3 weeks per year)**
- 7 to 14 years of service accrue at a rate of 1.67 days per month (4 weeks per year)**
- 15 years or greater service accrue at a rate of 2.08 days per month (5 weeks per year)**

If your entitlement is five weeks or greater as of September 1, 2017 you will be grandfathered and remain at your current entitlement.

If, as of September 1, 2017 you have a greater entitlement than in the chart above and have less than the 15 years of service, you will maintain that entitlement and then go to the next level in accordance with the chart.

All employees must take their minimum provincial employment standards entitlement of vacation time by the end of each fiscal year (August 31). Employees will no longer be able to carry vacation days to the next fiscal year unless they have prior approval and have submitted a Carry Forward Form (the “Form”). The Form must be sent to your manager and Human Resources. Carrying forward vacation days into the new fiscal year may be requested and, if approved, must be taken prior to the end of November in the new fiscal year. If a Form has not been approved by your manager and Human Resources, your vacation bank will be forfeited on the last pay in the fiscal period (closest pay period to August 31). No exceptions will be made without the submission of the Form and receipt of approval.

The Company maintains the right to schedule employees on vacation if required.

~~Employees shall receive an annual vacation with pay on the following basis:~~

~~Length of continuous service as of December~~

~~31st: One (1) year ————— Two (2) weeks~~

~~Three (3) years ————— Three (3) weeks~~

~~Eight (8) years ————— Four (4) weeks~~

~~Fourteen (14) years ————— Five (5) weeks~~

~~Twenty five (25) years ————— Six (6) weeks~~

~~Employees with less than one (1) year of continuous service shall receive one (1) day of vacation with pay per month of service up to a maximum of ten (10) days (the month of hiring shall be considered a month of service if the employee was hired on or before the fifteenth day).~~

- 9.2 Vacation schedules shall be arranged and posted by March 31 in each year. In the event of a conflict over vacation dates, seniority shall govern. The Employer recognizes a vacation period of May 15 to August 31, and, if possible, all one (1) or two (2) week vacations will be granted within this period. Employees shall provide the Employer with preferred vacation dates by March 20 in each year. Employees who fail to select vacation dates by March 20 may lose the privilege of selection to which their seniority entitles them.

The third, fourth, fifth and sixth weeks of vacation are to be taken so as not to interfere in any way with the regular vacation period, and with the mutual consent of all concerned.

Employees will take vacation in the year they earn it with the understanding that if an employee leaves the Company for any reason, other than involuntary layoff, and has not earned all the time that they have taken, the Company will deduct such amounts from any outstanding monies. If the amount to be reimbursed is greater than the outstanding monies, the employee shall agree to reimburse the employer with terms that are

mutually acceptable.

If an employee is involuntarily laid-off, and has taken more vacation in that year than is earned at the time of layoff, they will be required to reimburse the Company 50% of the unearned vacation from any outstanding monies, including severance pay.

Accrued vacation pay is based on straight time earnings from **September 1st to August 31st** ~~of each calendar year~~. In case of death, the employee's estate shall receive the accrued vacation pay.

It is management's responsibility to ensure that vacation entitlement is scheduled and used within the vacation year of **September 1 to August 31** ~~January 1st to December 31st~~. With management approval, vacation of up to 5 days may be carried over to the next year providing it is used by March 31st.

- 9.3 An employee whose vacation period includes a holiday, (as covered in Article 8.01), shall receive an additional day on a date mutually agreed on by such employee and the Employer. If requested by the employee, the Employer will add such day or days to the employee's vacation period, whenever possible and feasible.
- 9.4 Vacation pay shall be on the basis of the employee's regular straight-time salary in the category in which the employee normally works.
- 9.5 When the employee has unpaid absence in excess of 30 days in any calendar year, vacation pay for each week of vacation shall be calculated on the basis of two per cent (2%) of the employee's straight time earnings. Adjustments in such cases may be made in the vacation pay. Absence due to sickness for a period up to twenty- six (26) weeks in any calendar year will not be considered unpaid absence. Authorized absence due to family emergencies, or educational leave, will not be considered unpaid absence for the purpose of this section.

ARTICLE X - SICK LEAVE

The resolution of the Mutual Benefit Society will be effective January 1, 2011.

ARTICLE XI - LEAVES OF ABSENCE

11.1 Leave of absence without pay may be granted at the discretion of the Employer provided that the Employer shall give due consideration to the reason for the requested absence and whether the requested absence would unreasonably interfere with the efficient operation of the business. The employee shall not engage in other employment during such leave of absence without the consent of the Employer. A refusal to grant a requested leave of absence shall be subject to appeal under the grievance procedure as to whether the discretion was exercised in the manner required.

11.2 Leaves of absence upon request, without pay, shall be granted to delegates to conventions of the Union to no more than one (1) employee of the Reader Sales and Service department at any one time, on three (3) weeks' notice, and for no more than a total of two (2) weeks in any one (1) year.

Leaves of absence upon request, without pay, for purposes of participating in other meetings relating to the business of the Union for not more than one (1) week in any one (1) year will be granted provided such absence would not unreasonably interfere with the efficient operation of the Reader Sales and Service department and the Employer's business.

If such leaves interfere with the vacation schedule in the number of employees absent, employees on leave on Union business shall have priority over employees with vacation seniority.

Full-Time Union Officers:

The Employer will grant an employee a leave of absence without pay or benefits to work in an official full-time capacity for the Union, the Canadian Labour Congress or the Ontario Federation

of Labour. During this time period, the employee will continue to accrue bargaining unit seniority and advance on the wage grid. Pension plan service shall only accrue if the Employer's contributions are paid by the labour organization. The employee must give the Employer one (1) month notice in writing of such a leave, or of an election that may lead to the need for such a leave and, if operational concerns require it, up to two (2) weeks more notice after the election. No more than one (1) employee may be absent on this leave at any one time.

- 11.3 Bereavement Leave: In the event of a death in the immediate family of an employee, the employee will be granted a leave of absence of five (5) consecutive days, including the day of the funeral, and the employee will be paid at his regular straight time hourly rate for the number of hours he would otherwise have worked on such days of absence. For the purpose of this provision, immediate family shall be limited to the employee's spouse, including same-sex or common-law spouse, mother, father, son, daughter, step-children, brother, sister, mother-in-law, and father-in-law.

In the event of the death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild or any relative residing in the employee's home, or with whom the employee resides, the employee will be granted a leave of absence for the day of the funeral and will be paid at his regular straight-time hourly rate for the number of hours he would otherwise have worked on that day.

At the discretion of the Employer, bereavement leave may be granted in special circumstances not covered by this Agreement or additional bereavement leave of one (1) or two (2) days may be granted to employees who would otherwise be entitled to one (1) day of bereavement leave.

- 11.4 An employee's duties or working conditions will not be altered without her consent on account of pregnancy. Maternity leave of absence without pay of up to six (6) months in respect of the birth of an employee's child shall be granted upon request.

An employee on maternity leave will continue to participate in the benefit plans that she is enrolled in by continuing to pay her share of the premiums. An employee can earn pension plan service credits while on maternity leave by continuing to make monthly contributions based on her regular rate of pay. An employee's vacation entitlement shall not be reduced as a result of being on maternity leave. Male employees shall be allowed one (1) working day off without loss of pay on either the day of birth of their child or the day their child arrives home.

11.5 Family Emergency Leave

The Company will consider an employee's request for a leave of absence due to a family emergency according to the following protocol:

I. Application & Conditions

The entitlement to a family emergency leave is restricted to requests regarding the family members listed the collective agreement's Bereavement Leave.

A family emergency leave must be a minimum of four (4) weeks and shall be no more than eight (8) weeks. An employee may make a special request for an extension of up to four (4) weeks.

An employee's request for an emergency leave will be granted at the Company's discretion and subject to the Company's operational needs. Limits may be placed, at the Company's discretion, on the number of employees in any one department able to take a family emergency leave during any period of time. Permission will not be unreasonably withheld.

The Company may require employees taking a family emergency leave to provide medical, or other reasonable, evidence of the need for such a leave.

An employee who has been advanced pay under this letter and who has not completed the repayment of that money before ceasing employment (for whatever reason) will still be required to repay the full amount owing to the Company. The employee will sign a direction and authorization to such effect upon the commencement, and as a condition, of such leave.

II. Protocol for Requesting and Granting Leave

Upon application in writing from the employee to the Department Head, a leave of absence to attend to a family emergency may be granted at the discretion of the Company for good and sufficient cause. The Department Head will respond to the employee's request within two (2) business days.

If a leave of absence is granted, prior to receiving any payment under paragraphs 8 or 9 below:

An employee must exhaust all available paid time off in the following order:

- i. Unused vacation carried over from the prior year;**
- ii. Unbanked vacation; and,**
- iii. Overtime compensation that the employee requested as time off.**

An employee may use vacation for the current year.

An employee who has exhausted all available paid time off as described under paragraph 7(a), and who requires additional time off, will apply for the compassionate care benefits available under Employment Insurance (EI). Where an employee is approved for EI compassionate care benefits:

The Company shall advance payment equal to sixty percent (60%) of base pay during the two (2) week EI waiting period;

The Company will subsequently advance payment equal to the difference between the payments received from EI and sixty percent (60%) of the employee's base straight-time pay for a maximum of six (6) weeks, subject to continued government legislation and approval; and,

Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the amounts advanced under (i) and (ii) have been fully repaid.

An employee who has exhausted all other available paid time off, as described in paragraph 7(a) and EI benefits under paragraph 8, (or who has not qualified to receive EI benefits), and who requires additional time off, may make special application to the Company for a partial salary advance on compassionate grounds. If approved, the employee will be advanced payment equal to sixty percent (60%) of the employee's base straight-time pay. Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the partial salary advance has been fully repaid.

Nothing described in the above, precludes the Company from granting additional time off, with or without pay, for compassionate reasons.

11.6 Such leaves of absence shall not constitute breaks in continuity of service.

11.7 **Jury Duty:** The Employer will pay an employee who is required for jury service, or is subpoenaed as a witness before an administrative tribunal, court of law, coroner's inquest, parliamentary inquiry, or Royal Commission, for each day of service on their regular working days, the difference between their regular straight-time hourly rate for the number of hours s/he normally works on their regular shift and the payment received for jury service. The employee will present proof of jury service

and the amount of jury pay. When an employee is excused from jury service for one-half (1/2) day or more, they must return to work and complete their regular shift. Where an employee works on such a day, they shall be paid their regular hourly rate for hours worked, plus the payment they receive for jury service, but in no event less than their regular straight-time hourly rate for the number of hours they normally work on their regular shift.

ARTICLE XII - MINIMUM SALARIES AND SALARY CONDITIONS

12.1 The following weekly minimum salaries shall be effective on December 1, 2016 to November 30, 2019. On December 1, 2019, a .5% increase shall be applied to all wages.

Group 1: Reader Sales and Service District Managers:

	Dec1/16
Start	616.34
6 months	667.96
1 year	720.99
1 ½ years	777.33
2 years	838.48
2 ½ years	902.50
3 years	967.49
3 ½ years	1031.88
4 years	1093.24

Group 2: Clerical Staff

	Dec1/16
Start	612.95
6 months	634.11
1 year	662.28
1 ½ years	683.41
2 years	716.51

Group 3: Senior Reader Sales and Service Clerk

	Dec1/16
Start	637.90
6 months	658.96
1 year	687.03
1 ½ years	708.14
2 years	741.16

Group 4: Trainee

	Dec1/16
Start	601.36
6 months	652.71
1 year	704.03
1 ½ years	755.31
2 years	802.53

Group 5: Distribution Co-ordinator (rate per hour)

	Dec1/16
Start	13.34
6 months	13.87
1 year	14.40
1 ½ years	14.93
2 years	15.47

- 12.2 Classification and experience rating of new employees shall be established by mutual agreement between the Employer and the Union. In the application of the foregoing schedules of minimums, experience shall include employment in comparable work. In the application of this clause covering experience rating of new employees, it is understood that if

requested, experience rating of new employees will be established prior to hiring. It is also understood that experience greater than that required for the position open need not be recognized except to the maximum of the classification to which the position applies.

In the application of this clause covering experience rating of new employees it is understood that the Employer will supply the Union with the rate, classification, experience rating and reason for the experience rating for new employees.

12.3 In the event that the Employer creates a new bargaining unit job classification, the Union and the Employer agree to negotiate the minimum salaries for the new job classification. Where agreement cannot be reached the issue of the minimum salaries shall be referred to the grievance and arbitration procedure for resolution.

12.4 There shall be no reduction in salaries except by mutual agreement. This does not apply to merit pay.

12.5 Any employee who substitutes in any higher paid job within the bargaining unit for up to four (4) hours on any shift shall be paid half the difference between his regular rate for a full shift and that of the employee being replaced, and thereafter shall be paid at the rate of the employee being replaced with a minimum of a full shift's pay. Such differential shall be paid when the employee is assigned to take over the full responsibilities of an employee in a higher classification.

When a Trainee replaces a District Manager for a full shift, the Trainee will be paid a shift premium on the basis of five per cent (5%) of the top Group 4 rate.

12.6 A district manager who works a scheduled shift, a majority of which falls between 7:00 p.m. and 6:30 a.m., shall receive an evening premium of \$9.00 for such shift in addition to his regular salary.

ARTICLE XIII - EXPENSES AND EQUIPMENT

- 13.1 Upon submission of expense reports in the prescribed form and properly supported by vouchers, where obtainable, the Employer shall pay all authorized expenses incurred by the Employee in the service of the Employer. All expense reports must be submitted to the company within 3 months of being incurred unless there is a reasonable explanation for the delay. In cases where there is no reasonable explanation, the expenses will not be reimbursed. The company will make every reasonable effort to reimburse employees for their remitted expenses within twenty-one (21) days from the date the expenses were submitted.
- 13.2 As a condition of employment, the Employer will require all employees whose normal duties include work outside the office to supply a reliable vehicle to be used in the discharge of the employee's duties.

The Employer will continue to either provide free parking on the Expositor employees parking lot or to pay \$15.00 per month parking cost to outside Reader Sales and Service personnel, (\$25 per month for city outside Reader Sales and Service personnel), and will reimburse parking costs incurred in the service of the Employer while away from Employer premises.

- 13.3 **VEHICLE INSURANCE**
Employees who are required to supply a personal vehicle for Employer business must satisfy the Employer that they have adequate insurance for use of the automobile for business purposes (minimum \$1,000,000 Public Liability and Property Damage coverage required). The Employer agrees to pay the cost of the difference between the private use and business use insurance coverage, to a maximum of \$210.00 per year (\$220.00 per year effective January 1, 2005).

When an employee renews his insurance he shall provide the Employer with written proof of coverage and cost, at which time he will be reimbursed up to the entitled maximum in a lump sum payment. At the beginning of each calendar year the Employer and the Union will assess quotations from the employees'

insurance companies (and other companies if needed to provide five (5) quotations) to establish whether an adjustment in this payment is required. This would be based on an average of the quotations.

- 13.4 **Foot Protection:** The employer agrees to increase foot protection to **\$85** (~~\$75~~) every 24 months for anyone required to wear, upon presentation of receipts.

ARTICLE XIV - EMPLOYEE BENEFITS

- 14.01 The new **single benefit Postmedia**~~FlexMedia~~ benefit plan for all full-time employees of **Postmedia** ~~Sun Media~~ will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan, effective **September 1, 2017**. The prior benefit program shall remain in place until **the Postmedia plan** ~~FlexMedia~~ is implemented. The terms and conditions of the new benefits plan, including coverage of benefits, shall be no less than those described and disclosed to the union during negotiations.

~~The parties agree to cost protection as described in the memo from Chris Krygiel to Howard Law dated April 29, 2010, with attachments.~~

Part-time employees will continue to be covered under the prior benefit program (as outlined in the collective agreement having an expiry date of November 30, 2009) if they so qualify.

If, during the term of this collective agreement, a new benefit plan is introduced for all part-time employees of **Postmedia** ~~Sun Media~~, then that plan will be applicable to all part-time employees covered by this collective agreement and these employees will participate in such plan with the union's consent, which shall not be unreasonably withheld.

- 14.2 **Pension: Employees covered by this collective agreement shall be enrolled in the Postmedia Network Inc. DB Plan B pension (formerly the Sun Media Pension Plan for Unionized employees) effective thirty (30) days from date of ratification**

unless that plan is closed. Under the latter circumstances, members shall be enrolled in the Canada-Wide Industrial Pension Plan as per the Memorandum of Agreement reached between Unifor 87-M and Postmedia in Central Table Bargaining on May 9, 2017.

ARTICLE XV - HEALTH AND SAFETY

- 15.1 The Employer recognizes the need for breaks away from VDTs and will allow for them. It is expected that employees will exercise responsible judgment in taking breaks, as is the present practice.
- 15.2 The Employer shall make every reasonable effort to supply employees with adjustable chairs, desks and tables for use with VDTs.
- 15.3 A pregnant employee shall have the right to transfer to non-VDT work during the term of her pregnancy providing there is a staff vacancy at the time, and she is qualified to fill the position, and will continue to receive the regular rate of pay in her classification. If no alternate work exists for which the employee is suitable, she shall be given the option of maternity leave. During the term of such leave the Employer and the employee will continue to pay their normal premiums for all benefit plans. Accumulation of vacation credits shall continue during the period of leave.
- 15.4 Every reasonable effort shall be made to maintain proper ventilation in the workplace.
- 15.5 Reader Sales and Service employees shall not be required to transport more carriers than the number considered safe under Ontario Law.
- 15.6 When the Employer conducts an official investigation following a workplace accident, a union representative on the joint Health and Safety committee shall be invited to attend.

ARTICLE XVI – MISCELLANEOUS

- 16.1 Bulletin Boards: The main bulletin board and the bulletin boards in each of the departments where employees are represented by the Union may be used by the Union solely for the purpose of posting notices of Union business. Other matters may be posted by the Union upon mutual consent between the Union and the Employer.
- 16.2 Transfer clause:
- (a) An employee of the Employer shall not be transferred to another city, to another **Postmedia Sun-Media** newspaper or to any other division of **Postmedia Sun-Media** without his **or her** consent. If he accepts such a transfer, all transportation and other moving expenses will be paid by the Employer. If he declines, he shall not be penalized nor precluded from further transfer opportunities.
 - (b) No employee shall be transferred except for just cause to another position or job classification in his or another department without the employee's consent, providing such consent is not unreasonably withheld. There shall be no reduction in salary or impairment of other benefits as a result of such job transfer. This provision does not apply to temporary transfers to cover vacations, leaves of absence, sickness or other such occasions. The Employer shall provide the Union and the employee, wherever possible, with one month's notice of changes in territories.
- 16.3 Part-time and Temporary Employees
- (a) A part-time employee is one who is engaged to work regularly twenty-four (24) hours or less a week.
 - (b) i: A temporary employee is one who is engaged for a special project or for a specified time, in either case not to exceed six (6) months in a calendar year.
 - ii: A temporary employee may also be used to replace an employee on maternity leave, parental leave, short term disability, long term disability, or any other

approved leave of absence for the duration of the leave.

- (c) Part-time and temporary employees shall not be employed to displace or eliminate regular full-time employees.
- (d) Regular part-time employees are eligible for participation in extended health plan, and dental plan on the basis that the Employer-paid portion of the welfare plan listed will be two-thirds (2/3) the normal Employer-paid portion, with the balance to be paid by the employee in addition to the normal employee cost. Basic group life insurance shall be on the basis of their annual salary calculated on their regular hours of work. Sick pay shall be prorated, on the same basis as full-time employees. Vacation with pay shall be based on their regular earnings.
- (e) Part-time employees shall earn service credits on the basis of their length of service, except that for the purpose of advancement on the wage scales, experience shall be calculated on the basis of the number of hours worked in the classification.
- (f) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience.

16.4 Information

- (a) The Employer shall supply the Union on request with a list containing the following information for all employees covered by the Agreement:
 - i) Name, address, sex, date of birth, Social Insurance Number.
 - ii) Date of hiring.
 - iii) Classification and rating.
- (b) The Employer shall notify the Union monthly in writing of:
 - i) Changes in classification and effective date.
 - ii) Resignations, retirements, deaths and effective dates.

iii) Changes in employees' addresses and phone numbers made known to the employer.

(c) Within two (2) weeks after the hiring of a new employee, the Employer shall furnish the Union in writing with the data specified in (a) above for each such new employee.

16.5 (a) All employees in the Reader Sales and Service department must conform to reasonable neatness and dress standards set by the Employer.

ARTICLE XVII - UNION SECURITY AND DUES

17.1 All members of the Reader Sales and Service department shall have Union dues deducted from their salaries and in accordance with a written schedule furnished the Employer by the Union in the month preceding the month for which deductions are to be made. Membership in the Union is mandatory for these employees except as indicated in 17.02.

17.2 People who did not sign a Union card prior to certification will not be required to join the Union.

17.3 The Employer shall require as a condition of employment for every employee hired after the date of signing of this Agreement that he shall become a Union member within 30 days of hiring and shall maintain his membership in the Union during the life of this Agreement.

17.4 **Unifor Social Justice**~~Humanity~~ **Fund**

i) The Employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement.

ii) The monies so deducted shall be remitted to the charitable foundation known as the **Unifor Social Justice** ~~CEP~~ ~~Humanity~~ Fund no later than the 15th day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number

of employees for whom contributions have been made.

- iii) The first deduction for the Fund will be made in the fifth (5th) week following the ratification of the Agreement.
- iv) It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.
- v) All such employee contributions to the **Unifor Social Justice** ~~CEP Humanity~~ Fund shall be recorded on the employee's T4 Form.

17.5 **Paid Education Leave**

The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

**Unifor
Paid Education Leave Program 205 Placer Court
Toronto ON,
M2H 3H9**

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE XVIII - DURATION AND RENEWAL

18.1 This Agreement shall be effective on December 1, 2016, and

shall 30, 2020.

18.2 Within ninety days prior to **November 30, 2020**, the Employer or the Union may, on written notice to the other party, initiate negotiations for a new Agreement. If, pursuant to such negotiations, an Agreement is not reached prior to the expiration date of this Agreement, this Agreement shall continue in full force and effect until execution of a new Agreement or completion of conciliation proceedings as prescribed by law, whichever shall first occur.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed the hands of their officers, duly authorized in this regard, on the **16th** day of **March 2018** in the City of Brantford.

Sun Media, a division of Postmedia
Network Inc. (Brantford Expositor)

Unifor Local 87-M,
Southern Ontario
Newsmedia Guild

Side Letter #1

~~The Employer's rate of contribution to the Southam Retirement Plan, or any other pension plan introduced in substitution therefore, in respect of Union members, will not be reduced below three percent (3%) of the contributing employees' straight time earnings during the term of the current Agreement.~~

~~The Employer agrees that, through their representation on the Employee Pension Committee, the employees will be consulted prior to any changes being made in the pension plan.~~

New Side Letter #1

RE: DOMESTIC VIOLENCE OR ABUSE

The Company and Union understand that employees are at times dealing with personal issues that affect their ability to function in their workplace. As such, the Company and Union will develop a communication program to inform employees who may be victims of domestic violence or abuse to assist them in dealing with these and other personal issues. The Company will provide access to those employees who have requested further assistance with a third party provider who have staff to deal with such situations. Individuals who are disabled and unable to work as a result of domestic violence or abuse will be eligible for paid time off subject to the terms and conditions of the Company's short term and long term disability plans. The Company will provide necessary accommodations to victims of domestic abuse. The Company will recognize in its communication program that the Union may appoint an Anti-Domestic Violence Advocate and will allow reasonable paid time off for / to respond to calls / communications. Time spent by the advocate will be considered Union Business.

Side Letter #2

Re: Time off and early release

The Employer will apply Section 8.04 of the current Agreement as follows:

1. An employee may request time off for less than a full day.

2. The department head will be permitted to grant time off for less than a full day.
3. Time will not be given off once an employee has commenced his regular shift, except at the employee's request.
4. The Employer will continue the policy of the early release of employees at the completion of the day's production on the shift immediately prior to Christmas Day and New Year's Day. These periods shall not be included in the fifteen (15) hour accumulated period referred to in Section 8.04.
5. If any time is owed at the end of the year, the balance of time will be given within sixty days of the end of the year.
6. New employees with less than one (1) year's service will be given time off on the basis of two (2) hours for each three (3) month's service, with the total time off not to exceed seven and one-half (7.5) hours per year.

Side Letter #3

Re: Retirement Plan

This letter is being written to confirm certain understandings reached during the course of the negotiations between the parties for the renewal of the collective agreement. These understandings are as follows: It is understood that the Employer Retirement Plan will not be compulsory for employees represented by the Union. The Employer will make every attempt to provide answers to any pertinent questions raised by a pension committee representing the two unions.

Confirmation and acceptance of these understandings is indicated by the endorsement of this letter by the Union.

Side Letter #4

Re: Grievance Procedure

The Employer agrees to continue the policy of discussing with the Union

upon request, any matter affecting the relationship between the employees and the Employer.

Side Letter #5

Re: Leave for Child Adoption

If a member is granted a leave of absence for purposes of adopting a child there shall be no loss of vacation entitlement in that year or loss of benefits.

Side Letter #6

Re: Article XIII - Expenses and Equipment

Kilometre Rates

Gas Price per litre	Kilometre Rate
\$0.99.0 and below	42 cents/km
\$0.99.1 to 1.49	44 cents/km
\$1.49.1 and up	46 cents/km

The mileage scale slides up or down according to the price of gas. The rate will be established by checking the price of regular unleaded gasoline at four Brantford dealers for each of the following brands: Esso, Petro Canada, Shell and Huskys. The price of each brand shall then be averaged and the average price will determine the mileage rate for the next three (3) months. The price check will be made on the first day of March, June, September and December by the Publisher of The Brantford Expositor or his/her designee and the elected representative of the Union.

If the kilometer rate is increased at the common table during the next round of bargaining then that will also apply to the Brantford bargaining unit.

Side Letter #7

Re: Contracting out, transfers of work, transfers into the bargaining unit

Employees in the bargaining unit as of November 13, 1997 who are laid off as a direct result of:

- (a) the contracting out of work performed by these employees,
- (b) the transferring of work performed by these employees to another location outside the bargaining unit, or
- (c) the transfer of persons into the bargaining unit to perform the work done by these employees,

shall receive, in place of any other severance pay under the applicable collective agreement and the Employment Standards Act, enhanced severance pay in the amount of four (4) weeks regular salary for each completed year of service with the Employer up to a maximum of seventy- eight (78) weeks of regular salary.

Side Letter #8

Re: Sexual Harassment

The Employer and the Union agree that sexual harassment is unacceptable behaviour. They also agree that any employee who believes some form of sexual harassment is taking place should follow the guidelines of the Employer's policy. The Employer, as per its policy, shall immediately launch an investigation into the allegations. Should the complainant or the defendant be a member of the bargaining unit and if the complainant so requests, the Employer will report in writing to the Union executive the findings of its investigation and disciplinary action, if any. The Union will treat the findings in the strictest confidence.

Side Letter #9

Re: Part-time Seniority

In the event of a layoff, the seniority for a bargaining unit part-time employee hired after June 18, 1998, shall be converted to full-time equivalent seniority by adding together all the straight-time hours worked by the part-time employee and dividing by seven and one-half (7.5) to determine the number of normal working shifts, which will determine the regular full-time equivalence of such part-time hours, assuming five (5) normal working shifts per week.

Having calculated the full-time equivalence, the employee shall be awarded, accordingly a new seniority date. (For example, a part-time employee who worked one (1) full shift each week for five (5) years would be awarded the equivalent of one (1) year of regular full-time seniority and his or her seniority date would be amended to reflect this full-time equivalence.)

Seniority for bargaining unit part-time employees on the payroll on June 18, 1998 shall continue to be based on total length of service with the Employer since last hired.

Side Letter #10
Re: Post Age 65 Benefits

Notwithstanding Article 6.04, Article 14 or any other Articles of this agreement, the parties agree that in the event that an employee continues to work past the age of sixty-five (65), the following will apply for the duration of this collective agreement.

The employee shall continue to be covered under the **Postmedia FlexMedia** plan referred to in Article 14 under the terms of that plan, except he/she shall not be eligible for Long Term Disability coverage.

Side Letter #11
Re: STD Plan / Casual Absenteeism

~~If an employee is absent for more than four consecutive days and has not completed a Short Term Disability form in anticipation of an absence longer than ten working days, he or she will be required to provide a doctor's note for those days. For purposes of clarity, legitimate (see below) casual illness or absenteeism prior to eligibility for Short Term Disability under the Flex plan will be paid at regular straight time pay for the time absent from work. Those employees who are compensated by a variable compensation plan will have any STD payment based on the Benefit Base which is the prior calendar year's total earnings.~~

~~For absences that fall outside the Short Term Disability Plan under~~

~~Flex Media, employees may be required to provide a doctor's note to the employer to authorize their absence from work, as well as to qualify for payment of wages.~~

~~The request for the doctor's note will be based on reasonable criteria which are as follows:~~

- ~~1) The employee has an excessive record of absenteeism; or~~
- ~~2) The employee exhibits a pattern of absences; or~~
- ~~3) The employer has reasonable grounds to suspect that the illness was not legitimate;~~

~~in which case the employee may be required by the Employer to provide a doctor's note.~~

Side Letter #12

Re: Mailroom Language Deletions

During the 2010 negotiations, the parties agreed to the deletion of certain articles of language (pertaining to the former mailroom) from the collective agreement that expires November 30, 2009.

The parties agree that should the mailroom be reinstated during the term of this collective agreement, then the appropriate language in the following articles of the 2006 to 2009 collective agreement will also be reinstated: exclusions in the preamble, Article 7A (all), Article 12 (Group 5 and related), and Letter # 11.

Side Letter #13

Re: Retiree Benefits and Cost Plus

Notwithstanding anything in the collective agreement, the parties agree to the following.

All current plans pertaining to retiree life insurance and retiree medical coverage will be discontinued August 1, 2012. Current retirees will not be affected.

Any current bargaining unit employee who wishes to retire on or before August 1, 2012, must so declare within this period.

Current bargaining unit employees who choose not to retire shall have

\$700.00 deposited on an annual basis into their FlexMedia health spending accounts (**Cost Plus**), beginning with the implementation of FlexMedia (October 31, 2010). It is understood that a current employee may choose to retire or receive the \$700.00 annual credit, but not both. For purposes of clarity, the \$700 annual credit would not be paid for the year in which the employee decides to retire.

New bargaining unit employees hired after the date of ratification shall not be eligible for the \$700.00 annual credit.

Side Letter #14

Letter of Understanding re: Seniority Definition

The Employer and the Union agreed to a change in the definition of seniority, as it pertains to layoff, during bargaining for the 2012-2016 contract from "time with the employer" to "time in the bargaining unit." The parties agree that this change was intended to be applied on a "go-forward" basis.

In other words, the seniority start dates for members employed at the time of ratification on April 23, 2013 remain the same. But seniority shall be accrued after that date under the new wording, ie time in the bargaining unit. Consequently, a manager or any other excluded person who is transferred or otherwise moved into the bargaining unit after April 23, 2013 shall not be credited for time with the employer outside the bargaining unit unless the language specifically allows for such credit.

For further clarity, no one who was a member of the bargaining unit on April 23, 2013 shall lose seniority as a result of this change in definition.

FOR THE UNION

FOR THE EMPLOYER

